

Service Level Agreement – BIC Platform of GBTEC-Group within the framework of a SaaS model

Inhalt

1.	Service Availability and Warranty	1
2.	Support.....	2
3.	Error Classes	2
4.	Response and Recovery Times	3
5.	Penalties	5
6.	Limitations and Special Notes	6
7.	Handling of System Requirements	7

1. Service Availability and Warranty

- 1.1 GBTEC operates the services of the BIC Platform with the products BIC Process Design, BIC Process Execution, BIC EAM (“BIC PD/PE/EAM”) and BIC GRC generally around the clock (24/7 operation, hereinafter referred to as “Operating Time”).
- 1.2 The agreed availability is at least **99.5% on an annual average**. The decisive factor is the technical usability of the services at the agreed point of delivery. The services are considered available if no **Error Class 1 (EC1)** incident is present.
- 1.3 Availability is calculated as follows:
$$\text{Availability} = (\text{Operating Time without EC1 incidents}) / (\text{Total Operating Time})$$
- 1.4 Excluded from the agreed availability are:
 - Planned maintenance periods (e.g., for updates or system maintenance)
 - Disruptions outside GBTEC’s control, in particular:
 - Failures at third parties not engaged by GBTEC as subcontractors or vicarious agents for the contractual services
 - Force majeure
 - Other cases specified in the contractual documents

2. Support

- 2.1 In the event of service outages, malfunctions, or impairments, the customer is obliged to first consult available resources (e.g., documentation, videos) and GBTEC's published incident notices and troubleshooting guidance (available at www.gbtec.com) and attempt to resolve the issue independently.
- 2.2 If resolution is not possible, the customer may contact support. The incident must be described as precisely as possible. The customer designates individuals (with associated email addresses) through whom support contact is exclusively handled. These individuals must hold administrator licenses for the respective products.

Support Channels and Service Hours Comparison

Feature	BIC Process Design, Execution, and EAM Services	BIC GRC Services
Support Channels	Email: bicsupport@gbtec.com Ticket system: ticket.bicplatform.de	Email: support.grc@gbtec.com Ticket system: grcticket.bicplatform.net
Service Hours	Mon–Fri, 08:00–18:00 (CET/CEST) except for public holidays in NRW, Germany	Mon–Fri, 08:00–18:00 (CET/CEST) except for public holidays in Austria
Automated Monitoring	Yes, for EC1 incidents during operating hours, provided no access to customer data is required	

3. Error Classes

- 3.1 GBTEC processes reported incidents according to defined error classes and within specified response and recovery times.
- 3.2 The classification is made by mutual agreement between the parties. In case of disagreement, GBTEC decides while taking the legitimate interests of the customer into account.

Error Class	Description	Criteria (cumulative)
EC 1 – Very High	Service is unavailable severely impaired.	<ul style="list-style-type: none"> Core functions affected (as per service description/Annex 1) No user can use the function No workaround available within a reasonable time Incident affects a majority of the productive data base (e.g., diagrams, catalog objects, workflows, work items, assets, assessments, dashboards)
EC 2 – High	Usage is significantly impaired but not completely impossible.	<ul style="list-style-type: none"> Not all EC1 criteria met Error affects a significant portion of data Workaround possible but with considerable effort
EC 3 – Low	All other incidents or errors.	<ul style="list-style-type: none"> Not all EC2 criteria met No significant impact on usage GBTEC aims to resolve in a future software release
Other Requests	Requests that do not represent a service disruption or deviation from documented functionality	See also Section 5.4

4. Response and Recovery Times

- 4.1 Response Time refers to the period between receipt of a qualified incident report by support and the time GBTEC provides an initial qualified response.

4.2 This response includes:

- Confirmation of receipt
- Preliminary classification of the error
- Initial assessment of the cause
- If applicable, a preliminary workaround or action plan

4.3 **Recovery Time** refers to the period between receipt of a qualified incident report and the time the affected service is restored to a functional state.

A service is considered restored when the affected core functions are usable again – either through full resolution or an accepted workaround. Recovery time is measured in **operating time** or **service time**, depending on the product area.

It is considered met if the service is restored to a state without the respective error class (e.g., EC1) or downgraded via an accepted workaround.

GBTEC decides at its reasonable discretion which means to use for restoring the agreed service state.

If resolution within the agreed recovery time is not possible, GBTEC may offer to restore the last available backup. If the customer declines this, it does not constitute a breach of the agreed recovery time.

Error Class / Incident	Response Time (hrs)	Recovery Time
EC 1	4*	24*
EC 2	10	50
EC 3	20	100
Security Breach	4*	n/a (4* if deactivation is requested)
Security Report	10	n/a

Times marked with an asterisk* apply within operating hours, all others within service hours.

Notes:

- Response times are considered met if GBTEC provides a qualified response within the timeframe.
If the issue is fully resolved within the response time, a final message suffices.
- Recovery time for EC1 is met if the service is restored to a state without EC1 disruption – either by resolution or downgrade.
- If the EC1 issue was caused by the customer, GBTEC is not obligated to meet the recovery time.
- If GBTEC offers a workaround, recovery time only applies if the customer accepts it within:
 - EC1: 30 minutes (operating time)
 - EC2: 4 hours (service time)
 - EC3: 8 hours (service time)

5. Penalties

- 5.1 Penalties may only be claimed for productive environments. Test or development environments are excluded.
- 5.2 A claim to penalties exists only if the customer has updated their system to the current version of the service within the deadline and in accordance with GBTEC's written recommendation. The update period is 4 weeks from receipt of the recommendation.
- 5.3 If the response times defined in this agreement are exceeded, the customer is generally entitled to claim the penalties listed below.
- 5.4 GBTEC may offset a penalty with a case in which the customer reported an incident with an incorrect error classification, provided the classification corresponds to the one for which the response time was exceeded. In this case, the claim to the corresponding penalty lapses.
- 5.5 The customer is obliged to provide a comprehensible explanation of the breach of the agreed service levels. GBTEC is only required to conduct further investigation or disclosure if the customer presents concrete and verifiable indications of an SLA violation.

Penalty for SLA Violation of ...	Public Cloud	Private Cloud
Response time for EC1	n/a	€1,000
Response time for EC2	n/a	€300
Response time for EC3	n/a	€100
Response time for Security Breach	n/a	€1,000
Response time for Security Report	n/a	€100
Recovery time for EC1	n/a (but penalty for falling below 99.5% availability, see Sec. 5.4)	n/a (same)
Recovery time for EC2	n/a	n/a
Recovery time for EC3	n/a	n/a
Recovery time for Security Breach	n/a	n/a
Recovery time for Security Report	n/a	n/a

5.6 The customer has the right to reduce the monthly fee by one-tenth (1/10) of one percent of the agreed monthly fee for each one-tenth (1/10) percentage point by which the 99.5% availability is undercut on a 12-month average.

6. Limitations and Special Notes

- 6.1 Errors in unsupported software versions will only be corrected by updating to the current version supported by GBTEC, provided the error can only be fixed through a code change.
- 6.2 If the customer does not object to a bug fix provided by GBTEC within five (5) calendar days of delivery, the fix is considered accepted.
- 6.3 If a reported defect does not exist and the customer could have recognized this through reasonable use of documentation or training ("false report"), GBTEC is entitled to charge for the effort caused by repeated false reports – provided more than one false report occurs per calendar month.
- 6.4 The following services are not covered by regular support (see Section 2) and must be agreed separately and billed based on effort if requested by the customer:
- Resolution of issues caused by improper use of the service

- Data recovery or restoration, unless the data loss was caused by GBTEC or concerns only isolated customer data whose recovery would be disproportionately burdensome
- Custom programming (e.g., adaptations to new products, changed IT environments, or business processes)
- Support for customer-specific adaptations, customizations, or project results
- On-site service at the customer's location
- Training
- Assistance with integration of third-party software, unless a separate maintenance agreement exists
- Development of customer-specific implementations (e.g., scripts, configurations)
- Professional consulting on the use of the service

7. Handling of System Requirements

- 7.1 GBTEC publishes the applicable system requirements for each version and specifies recommended or supported system configurations via its website at: <https://www.gbtec.com/de/vertragliche-bedingungen/>. By using the service, the customer confirms that they have read, understood, and accepted the applicable system requirements as part of the contract. GBTEC is only obliged to remedy defects if the customer meets the system requirements.
- 7.2 GBTEC is not responsible for the quality or performance of the hardware and/or third-party software required on the customer's side according to the applicable system requirements.
- 7.3 If the customer uses a system configuration that does not meet the applicable system requirements for the deployed version, the customer is only entitled to full maintenance services under these conditions once the system configuration has been updated to meet the applicable requirements for the deployed version.

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- **Annex 1: Core Functions of the Software**